

**Bennett, Giuliano, McDonnell & Perrone, LLP**  
**Attorneys for Plaintiff Sinoriches Global Limited**  
225 West 34<sup>th</sup> Street, Suite 402  
New York, New York 10122  
Telephone: (646) 329-0120  
Facsimile: (646) 328-0121  
William R. Bennett, III (WB 1383)  
wbennett@bgmplaw.com

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
SINORICHES GLOBAL LIMITED,

07-Civ-5779

Plaintiff,

- against -

**DECLARATION OF  
WILLIAM R. BENNETT, ESQ.**

NEW OCEAN SHIPPING CO., LTD.,  
MULTILOGISTIC SRL, and  
ARO STEEL SRL,

Defendants.

-----X

WILLIAM R. BENNETT, pursuant to 28 U.S.C. § 1746, declares under the penalty of perjury, that the foregoing is true and correct:

1. I am an attorney with the firm of Bennett, Giuliano, McDonnell & Perrone, LLP, attorneys for the plaintiff Sinoriches Global Limited (hereinafter "Sinoriches" or "plaintiff") herein and I make this declaration based upon my own personal knowledge and upon documents furnished to me by plaintiff that are true and correct copies.

2. I submit this Declaration in Support of Plaintiff's Opposition to Defendant Multilogistic SRL's (hereinafter "Multilogistic") motion to vacate the attachment of its funds pursuant to Rule B.

**A. Procedural history**

3. On June 18, 2007, plaintiff filed a Verified Complaint and accompanying documents required for the issuance of a Rule B maritime attachment. A copy of the Verified Complaint is attached hereto as Exhibit A.

4. Defendant alleged on page 7 of its memorandum of law, footnote 4, that Sinoriches failed to file an Affidavit under Rule B. A copy of the affidavit with the Court's stamp on it is attached hereto as Exhibit B.

**B. The dispute**

5. On January 31, 2007, Sinoriches and defendant New Ocean Shipping Co., Ltd. entered into a maritime contract to charter, *i.e.*, "lease," a vessel commonly referred to as a "Fixture Note". A copy of the New Ocean Fixture Note is attached hereto as Exhibit C.

6. Simultaneously with the signing of the Fixture Note with Sinoriches, defendant New Ocean entered into a Fixture Note with defendant Multilogistic. A copy of the Multilogistic Fixture Note is attached hereto as Exhibit D.

7. The terms of the two Fixture Notes are for all intents and purposes identical, save for the freight rate.

8. Multilogistic was not merely an agent of defendant Aro Steel SRL, as it claims, but it was an actual charter of the subject vessel.

9. Sinoriches sent defendant New Ocean Shipping Co., Ltd. a freight invoice totaling \$496,451.62 with instructions to wire the funds to Nanyang Commercial Bank Ltd., Hong Kong. A copy of the freight invoice is attached hereto as Exhibit E.

10. Multilogistic acknowledged its obligation to pay the invoice by correspondence dated March 9, 2007 indicating that it was paying Sinoriches' freight invoice totaling \$496,451.62.

11. During the voyage in question the subject vessel was delayed and demurrage charges due to Sinoriches were incurred.

12. Sinoriches demanded payment of the demurrage charge from all defendants, but has not received said payment. A copy of Multilogistic's email confirming receipt of the demand is attached hereto as Exhibit F.

13. Sinoriches has alleged a valid maritime claim against all defendants. The issue of who is responsible for the demurrage as between defendants is not a subject proper for Rule E hearing. Accordingly, defendant Multilogistic's motion to vacate must be denied.



WILLIAM R. BENNETT, III

# EXHIBIT A

**JUDGE HOLWELL**

**07 CV**

**5779**

**Bennett, Giuliano, McDonnell & Perrone, LLP**  
**Attorneys for Plaintiff Sinoriches Global Limited**  
**225 West 34<sup>th</sup> Street, Suite 402**  
**New York, New York 10122**  
**Telephone: (646) 329-0120**  
**Facsimile: (646) 328-0121**  
**William R. Bennett, III (WB 1383)**  
**wbennett@bgmplaw.com**

**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

-----X  
**SINORICHES GLOBAL LIMITED,**

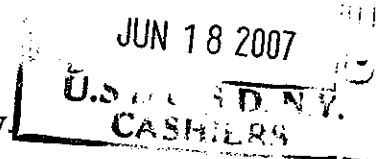
**Plaintiff,**

**- against -**

**NEW OCEAN SHIPPING CO., LTD.,**  
**MULTILOGISTICS SRL, and**  
**ARO STEEL SRL,**

**Defendants.**

07-CIV



**VERIFIED COMPLAINT**

-----X  
  
Plaintiff, SINORICHES GLOBAL LIMITED, by its attorneys, Bennett, Giuliano, McDonnell & Perrone, LLP, complaining of the defendants herein, alleges upon information and belief as follows:

1. This is a case of Admiralty and Maritime jurisdiction, as hereinafter more fully appears, and is an Admiralty and Maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times hereinafter mentioned, Plaintiff, SINORICHES GLOBAL LIMITED (hereinafter "SGL"), was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business outside the United States.

3. At all times hereinafter mentioned, defendant NEW OCEAN SHIPPING SRL ("NEW OCEAN"), was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business in Beijing, China.

4. At all times hereinafter mentioned, defendant MULTIOLOGISTICS SRL, was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business in Milan, Italy.

5. At all times hereinafter mentioned, defendant ARO STEEL, LTD. ("ARO"), was, and now is, a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business in Italy.

6. On or before 31 January 2007, SGL and NEW OCEAN entered into a maritime contract, commonly referred to as a charter party, for the employment of the vessel, M/V MICRO.

7. Under the terms and conditions of the charterparty NEW OCEAN was responsible for freight, demurrage and other costs. NEW OCEAN incurred demurrage totaling \$706,962.00.

8. At all times relevant herein, defendant MULTIOLOGISTICS was bound by the terms and conditions of the charterparty and responsible for the actions of NEW OCEAN, and accordingly is responsible for the \$706,962.00.

9. At all times relevant herein, defendant ARO was the owner of the steel, bound by the terms of the charterparty, and responsible for the delay in off loading the cargo, and accordingly is responsible for the demurrage of \$706,962.00.

### **LONDON ARBITRATION**

10. Pursuant to the terms and conditions of the charterparty by and between SGL and NEW OCEAN, all disputes between the parties herein are subject to London arbitration.

11. This action is expressly filed without prejudice to that right.

### **REQUESTED RELIEF**

12. SGL seeks issuance of process of maritime attachment so that it may obtain security up to the amount of \$706,962.00 for its claims under the maritime contract.

13. None of the defendants can be found within this district, but are believed to have assets within this district consisting of cash, funds, freight, hire, credits in the hands of American Express Bank, JP Morgan Chase, Citibank, Bank of America, Bank of New York, BNP Paribas, Deutsche Bank, HSBC (USA) Bank, Fortis Bank and other New York City banks and financial institutions.

**WHEREFORE**, plaintiff prays:

1. That judgment in the sum of \$706,962.00 be entered in favor of SINORICHES GLOBAL LIMITED and against all the defendants, jointly and severally, together with interests and costs from the date of the defendants' breach of contract;

2. That process of maritime attachment and garnishment be issued and levied against cash, funds, and credits of defendants, in the hands of American Express Bank, JP Morgan Chase, Citibank, Bank of America, Bank of New York, BNP Paribas, Deutsche Bank, HSBC (USA) Bank, Fortis Bank or any other bank located in New York, New York, in the sum

of \$706,962.00, and that process in due form of law according to the practice of this Honorable Court in cases of Admiralty and Maritime jurisdiction may issue against the defendants, citing them to appear and answer under oath all and singular the matters aforesaid.

3. That pursuant to Rule B of the Special Admiralty Rules of the Federal Rules of Civil Procedure the assets of defendants be seized; and,

4. That the plaintiff be granted such other, further, and different relief as in law and justice it may be entitled to receive.

Dated: June 18, 2007  
New York, New York

Bennett, Giuliano, McDonnell & Perrone, LLP  
Attorneys for Sinoriches Global Limited



William R. Bennett, III  
225 West 34<sup>th</sup> Street, Suite 402  
New York, New York 10122  
(646) 328-0120



**VERIFICATION**

William R. Bennett, III, under the penalty of perjury states:

1. That he is a member of the firm of Bennett, Giuliano McDonnell & Perrone LLP, attorneys for the plaintiff herein; that he has read the foregoing Verified Complaint and knows the content thereof and that the same is true to the best of his knowledge, information and belief.
2. That the reason this verification is made by deponent and not by plaintiff is that plaintiff is a corporation and no officers or directors are within the district.
3. The sources of deponent's information and the grounds for his belief are statements made by and documents received from representatives of said corporation.

  
William R. Bennett, III (WB 1383)

# EXHIBIT B

JUDGE HOLWELL

07 CV 5779

Bennett, Giuliano, McDonnell & Perrone, LLP  
Attorneys for Plaintiff Sinoriches Global Limited  
225 West 34<sup>th</sup> Street, Suite 402  
New York, New York 10122  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SINORICHES GLOBAL LIMITED,

07-CIV-

Plaintiff,

- against -

**AFFIDAVIT UNDER  
SUPPLEMENTAL RULE B**

NEW OCEAN SHIPPING CO., LTD.,  
MULTILOGISTICS SRL, and  
ARO STEEL SRL,

Defendants.  
-----X

STATE OF NEW YORK     )  
                                  : ss.:  
COUNTY OF NEW YORK    )

William R. Bennett, III being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Bennett, Giuliano, McDonnell & Perrone, LLP, attorneys for the plaintiff herein. I am familiar with the circumstances of the verified complaint filed in this action and the underlying cause of action.
2. This affidavit is made pursuant to Supplemental Rule B (1) of the Federal Rules of Civil Procedure.

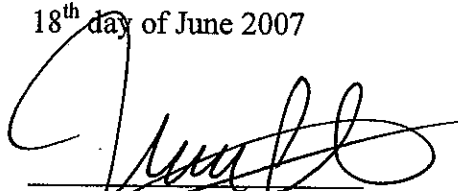
3. Deponent has made a careful investigation and deponent is informed and believes that defendants have no office or place of business within this district and that defendants cannot be found within this district. The investigation included the following:

4. Deponent checked the Yellow Pages, did a website search, and contacted Verizon Directory Inquiries (555-1212) and was advised that there was no listing for defendant within this district.

5. Deponent contacted New York Secretary of State, Division of Corporations and was advised that the defendants are not incorporated in New York, nor are they licensed or authorized to do business in the State of New York, and that there is no listing for defendants whatsoever.

  
William R. Bennett, III

Sworn to before me this  
18<sup>th</sup> day of June 2007

  
Notary Public  
NICHOLAS P. GIULIANO  
Notary Public, State of New York  
No. 02GI4759611 Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires 3-30-2010

Z:\Documents\All Files\ID670\Pleadings\AffidSuppRuleB-061507.doc

**EXHIBIT C**

# FIXTURE NOTE

THE FOLLOWING SHIPMENT HAS BEEN AGREED TODAY 31<sup>TH</sup> JAN. 2007 BETWEEN THE UNDERSIGNED PARTIES MESSRS "NEW OCEAN SHIPPING CO., LTD" AS CHARTERERS AND MESSR "SINORICHES GLOBAL LTD" AS OWNER :

ACCT: NEW OCEAN SHIPPING CO.,LTD

-202ROOM 3UNIT NO.8 BUILDING GONG TI NAN LU CHAOYANG DISTRICT BEIJING

CGO/QTTY: ABOUT 7034MT 5PCT MORE OR LESS IN CHOPT STL PIPES IN BDLS AS PART CGO, CARGO CONSISTING OF PIPES IN BUNDLES AS DESCRIBED. FINAL QUANTITY AS PER CHTRS' FINAL PACKING LIST. CARGO DETAILS/STACKABILITY AS PER BELOW:

- 359.67 Tons / CBM 278 n.315 bundles of pipes dim.600 x 30/40 x 30/40 kos each bundle 1.141 Kos
- 1917.28 Tons / CBM 1783 n 1082 bundles of pipes dim 1200 x 20/40 x 30/45 kos each bundle 1 772 Kos  
(medium min.Kos 1600 - Max Kos. 2500 each)
- 28.35 Tons / CBM 466.11 n 227 bundles of pipes dim 1800 x 40/50 x 40/50 kos each bundle 2.500 / 3.000 Kos
- 3986.10 Tons / CBM 3084.89 n.1913 bundles of pipes dim 1200 x 20/60 x 20/40 kos each bundle 1.772 Kos  
(medium min.Kos 1600 - Max Kos 2500 each)
- 242.6 Tons / CBM 187.77 n 116 bundles of pipes dim 1200/1800 x20/60x20/50 Kos each bundle 2000/3000 Kos

Tot 7034 Tons / CBM 5799.77 / n 3653 bundles

**no tiers limitation, except for 359 tons (315 bundles) which to be stowed on last tier only**

MV SEA BRIDGE OR SIMILAR SUB. FULLY P&I COVERED. NOT OLDER  
BLT 1977, 25.879 DWAT'ON 9636 M SWAD, SIDBC  
P&I AMERICAN CLUB CLASS: NKK  
GRT/NRT: 15.941/8.628 LOA/BEAM/DEPTH: 172.65/25.45/13.40  
TPC FULL LOAD: 37.1 MT GEAR 5 X 15 MTS DERR + 4 X 5 CBM GRABS  
GRAIN/BALE CAP 1.178,320.30 / 1,122,063.49 CBFT  
A/I, DTLS ABT.

- 1 L/PORT: SHANGHAI, CHINA; NO.14 WORKING AREA CHOSEN BY OWNER  
D/PORT: 1SBP GENOA GMT(GENOA METAL TERMINAL),ITALY,CHTR'S BERTH  
THIS TERMINAL HAVE 11 M OF DRAFT. ANYHOW OWNERS TO PLS ADVISE  
SHIP'S DRAFT ON ARRIVAL DISCHPORT
2. LAYCAN: 5<sup>TH</sup> FEB - 12<sup>TH</sup> FEB. 2007
3. FREIGHT: USD70.00 PER W/M ON FIOS L/S/D BSS 1/1
4. L/S/D: L/S/D TO BE FR CHRS/SHPRS ACCT UNTILL MASTERS SATISFACTION & ARNG BUT  
ANY L/S/D BETWEEN OTHER CARGO WITH CHTR'S CARGO TO BE FOR OWNER ACCT
5. L/D RATE: CQD BENDS

<1>



- DETENTION: USD 17000 PER DAY OR PRO RATA IF CARGO AND/OR DOCUMENTS NOT READY AT BOTH ENDS. AND ANY TIME LOST FOR WAITING GENOA METAL BERTH AS DETENTION AND DETENTION CLAUSE TO APPLY - TIME LOST WAITING FOR BERTH AT LOADING TO BE PER OWNER'S ACCOUNT
7. FRT PAYMENT: FULL FREIGHT PAYABLE AS PER ACTUAL LOADED QTY SHOWN ON BS/L AND/OR PACKING LIST TO BE PAID IN U.S.DOLLARS TO OWNER'S NOMINATED BANK ACCOUNT W/N 5 BANKING DAYS ACOL BS/L MARKED "FRT PAYABLE AS PER C/P", FULL FRT DEEMED AS EARNED, DISCOUNTLESS, NON-RETURNABLE WHETHER CGO A/O VSL LOST OR NOT LOST.
  8. STOWAGE: CGO TO BE STOWED UNDER DECK. ESPECIALLY, 359.67MT HEXAGONAL PIPES MUST BE UNSTACKABLE ON THE TOP OF ALL CGO. CGO SHOULD BE STOWED AWAY FM FERTILIZERS, ACID AND OTHER CORROSIVE CHEMICAL COMPOUNDS WHICH CAUSED OXIDATION
  9. INSPECTION: CHRS/SHPRS OR THEIR AGNT/REPRESENTATIVE HV RIGHTS TO GO ON BOARD THE VSL FR INSPECTION THE CGO
  10. AGENT: OWRS AGENTS BENDS
  11. TALLY FEE: SHIPSIDE TALLY TO BE FOR OWS ACCT AND SHORESIDE TALLY TO BE FOR CHTRS ACCT.
  12. TAXES/DUES: ANY TAXES/DUES/WHARFAGES ON CGO TBF THE CHTRS ACCT, THE SAME ON VSL/FRT TO BE FOR OWS ACCT
  13. B(S)/L: OWRS SHUD ISSUE CLEAN ON BOARD B/L AGAINST SHPRS /RECEIVER/ CHRS SIGNING L.O.I IN OWNRS WORDING IN CASE NOMAL REMARKS INSERTED IN THE MAET'S RECEIPT. IN CASE VSL ARV AT L/PORT AFTR CANCELLG DATE, OWRS SHUD AGREE TO BACK DATE THE B/L AGAINST CHARTERER'S LOI
  14. OWNERS TO GIVE 5 DAYS FINAL NOTICE OF ARRIVAL LOADPORT TO CHARTS+AGENTS OWNERS/MASTER TO GIVE 7+5+3 DAYS PRELIMINARY AND 48+24 HRS FINAL NOTICES OF SHIP'S ARRIVAL DISCHPORT TO CHARTS+AGENTS
  15. SHIFTG: SHIFTING CHARGE IF ANY TO BE FR OWRS ACCT AT LOADING AND CHTR ACCT AT DISCHARGING PORT
  16. ARBITRATION: IF ANY DISPUTES ARISING FM THIS AGREEMENT SHUD BE SUBMITTED TO ARBOTRATION IN LONDON ACDG TO ENGLISH LOW ARBI RULES
  17. OWNER PROVIDE PRE-STOWAGE PLAN TO CHTR BEFORE LOADING
  18. OWNER PROVIDE COPY OF SHIP'S P&I + CLASS + ISPS CERTIFICATES WHEN NOMIATE PERFORMING VESSEL.



19. OTHERS AS PER GENCON 94

END

FOR AND ON BEHALF OF CHTR

NEW OCEAN SHIPPING CO., LTD

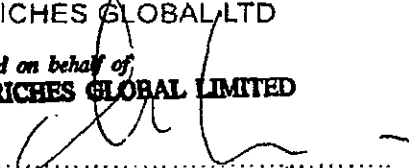
NEW OCEAN SHIPPING CO., LTD

李南

FOR AND ON BEHALF OF OWNER

SINORICHES GLOBAL LTD

For and on behalf of  
SINORICHES GLOBAL LIMITED



Authorized Signature(s)





# EXHIBIT D

**EXHIBIT B****FIXTURE NOTE**

THE FOLLOWING SHIPMENT HAS BEEN AGREED TODAY 31<sup>TH</sup> JAN, 2007 BETWEEN THE UNDERSIGNED PARTIES MESSRS "MULTILOGISTIC SRL" AS CHARTERERS AND MESSR "NEW OCEAN SHIPPING CO.,LTD " AS OWNER :

ACCT : MULTILOGISTIC SRL – VIA C.G.MERLO, 3 – 20122 MILAN – ITALY

OWRS: 3 UNIT NO.8 BUILDING GONG TI NAN LU CHAOYANG DISTRICT BEIJING

CGO/QTTY: ABOUT 7034MT 5PCT MORE OR LESS IN CHOPT STL PIPES IN BDLS AS PART CGO, CARGO CONSISTING OF PIPES IN BUNDLES AS DESCRIBED. FINAL QUANTITY AS PER CHTRS' FINAL PACKING LIST. CARGO DETAILS/STACKABILITY AS PER BELOW:

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(medium min.Kos.1600 – Max Kos. 2500 each)		
- 528,35 Tons / CBM 466,11	n.227 bundles of pipes dim.1800 x 40/50 x 40/50	kos each bundle 2.500 / 3.000 Kos
- 3988,10 Tons / CBM 3084,89	n.1913 bundles of pipes dim.1200 x 20/60 x 20/40	kos each bundle 1.772 Kos
(medium min.Kos.1600 –Max Kos. 2500 each)		
- 242,6 Tons / CBM 187.77	n.116 bundles of pipes dim 1200/1800 x20/60x20/50	Kos each bundle 2000/3000 Kos

Tot.7034 Tons / CBM 5799.77 / n. 3653 bundles

**no tiers limitation, except for 359 tons (315 bundles) which to be stowed on last tier only**

MV SEA BRIDGE OR SIMILAR SUB, FULLY P&I COVERED, NOT OLDER

BLT 1977, 25.879 DWAT ON 9636 M SWAD, SIDBC

P&I AMERICAN CLUB CLASS: NKK

GRT/NRT: 15.941/8.628 LOA/BEAM/DEPTH: 172.65/25.45/13.40

TPC FULL LOAD: 37.1 MT GEAR 5 X 15 MTS DERR + 4 X 5 CBM GRABS

GRAIN/BALE CAP 1,178,320.30 / 1,122,063.49 CBFT

ALL DTLS ABT.

1. L/PORT: SHANGHAI, CHINA; NO.14 WORKING AREA CHOSEN BY OWNER  
D/PORT: 1SBP GENOA GMT(GENOA METAL TERMINAL),ITALY,CHTR'S BERTH  
THIS TERMINAL HAVE 11 M OF DRAFT, ANYHOW OWNERS TO PLS ADVISE  
SHIP'S DRAFT ONARRIVAL DISCHPORT
2. LAYCAN: 5<sup>TH</sup> FEB – 12<sup>TH</sup> FEB, 2007
3. FREIGHT: USD76.00 PER W/M ON FIOS L/S/D BSS 1/1
4. L/S/D: L/S/D TO BE FR CHRS/SHPRS ACCT UNTILL MASTERS SATISFACTION & ARNG BUT  
ANY L/S/D BETWEEN OTHER CARGO WITH CHTR'S CARGO TO BE FOR OWNER ACCT
5. L/D RATE: CQD BENDS
6. DETENTION: USD 17000 PER DAY OR PRO RATA IF CARGO AND/OR DOCUMENTS NOT  
READY AT BOTH ENDS.AND ANY TIME LOST FOR WAITING GENOA METAL BERTH AS

DETENTION AND DETENTION CLAUSE TO APPLY - TIME LOST WAITING FOR BERTH AT LOADING TO BE PER OWNER'S ACCOUNT

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16. ARBITRATION: IF ANY DISPUTES ARISING FM THIS AGREEMENT SHUD BE SUBMITTED TO ARBOTRATION IN LONDON ACDG TO ENGLISH LOW ARBI RULES
17. OWNER PROVIDE PRE-STOWAGE PLAN TO CHTR BEFORE LOADING
18. OWNER PROVIDE COPY OF SHIP'S P&I + CLASS + ISPS CERTIFICATES WHEN NOMIATE PERFORMING VESSEL
19. OTHERS AS PER GENCON 94

END

FOR AND ON BEHALF OF CHTR

MULTILOGISTIC SRL

MULTILOGISTIC s.r.l.

FOR AND ON BEHALF OF OWNER

NEW OCEAN SHIPPING CO.,LTD

**EXHIBIT E**

**SINORICHES GLOBAL LIMITED**

TO: NEW OCEAN SHIPPING CO LTD

FM: SINORICHES GLOBAL LTD

**FREIGHT INVOICE**

NO.SGL20070301002

VESSEL'S NAME	DISCRIPTION	AMOUNT
MV MICRO	B/L NO.: SGLSHARL05001/2/3/19/20 SHANGHAI — GENOVA CARGO: 7092.166MT STEEL OCEAN FREIGHT: 7092.166MT X US\$70.00/MT	US\$496,451.62
	DUE TO US	US\$496,451.62

E. &amp; O.E

PLEASE CHECK AND REMITTE US\$496,451.62 TO FOLLOWING ACCOUNT  
(NET BANK CHARGE);

BANKER: NANYANG COMMERCIAL BANK LTD, HONGKONG

SWIFT ADDRESS :NYCBKHH

A/C NO.: 043-457-100-053-26

IN FAVOUR OF : OCEANLINK NAVIGATION CO LIMITED

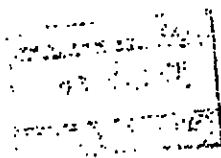
BEST REGARDS

For and on behalf of  
**SINORICHES GLOBAL LIMITED**
  
Authorized Signature(s)

&lt;3&gt;

# EXHIBIT F

ifax62 (1728x2282x2 tiff)



SAN PAOLO IMI  
VIALE PICENO  
20100 MILANO

COPIA

Segrate 09 MARZO 2007

Con la presente, Vi preghiamo di voler eseguire il seguente bonifico:

**BENEFICIARIO:** OCEANLINK NAVIGATION CO LIMITED  
**IMPORTO:** USD 498.451,82.-  
**BANCA D'APPOGGIO:** NANYANG COMMERCIAL BANK LTD HONGKONG  
SWIFT NYCBHKHH A/C 043-457-100-053-28  
**VALUTA BENEFICIARIO:** 14 MARZO 2007  
**RIFERIMENTI:** MY MICRO /SHANGHAI-GENOVA  
B/L SGLSHARL05001/2/3/19/20

In attesa dell'addebito su ns c/c USD 9346284 aperto presso di Voi, porgiamo cordiali saluti.

MULTILOGISTIC SRL



ISO 9001 / 2000  
C.N. 4899 / 1



IATA

Sede Legale  
Via C.A. Mattei, 9  
20122 Milano  
Cap. Soc. Euro 206.000.000 i.v.  
R.E.A. 1302564  
R.L. 04/14/01 - 518436  
C.F./P.A. 07514880967

Filiale di Genova  
Via L. Capponi, 58/110  
10146 Genova  
Tel.: 010/56146177-11  
Fax: 010/56146177-20  
Email: multi@multi-logistic.it

Multilogistic Srl  
Filiale di Milano  
Via Mantova, 52BIS  
20122 Milano  
Tel.: 02/58.02.31.000/1  
Fax: 02/58.02.31.000/2  
Email: multi@multi-logistic.it

<4>



# EXHIBIT F

**EXHIBIT G**

micro

---

From: Tom Tang <brightsaildic@vip.163.com>  
To: mail@sinoriches.com <mail@sinoriches.com>  
Subject: Fw: Fw: Demurrage of Micro  
Date: 2007-6-6 10:45:18

---

Wang / Tang

Good day!

Kindly pls flwg from Chtr side:

- QUOTE -

DEAR MR TANG

FLWG E-MAIL FM ITALY CHTRS:

QUOTE:

Dear Sirs,

we confirm strictly without any prejudice that we have received your document called "demurrage calculation" and that same has been timely passed onto Messrs Arosteel the cargo owners on whose behalf and in whose name as you know we are acting "as agents".

We are pressing them for their reply/their determinations as they are the subject liable to pay, in case there were anything to pay, and we shall let you have their comments urgently.

Kind regards.

Multilogistic Srl

UNQUOTE

B. RGDS/LIXIAN

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newocean001  
2007-06-05

B.rgds / Tang